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12 **UNITED STATES DISTRICT COURT**  
13 **DISTRICT OF NEVADA**  
14

15 UNITED STATES OF AMERICA, )  
16 Plaintiff, )  
17 v. )  
18 JUNZO SUZUKI, and )  
PAUL SUZUKI, )  
19 Defendants. )  
20 \_\_\_\_\_ )  
21

2:15-cr-00198-GMN-NJK

**STIPULATION AND PROTECTIVE  
ORDER**

22 The United States of America, through Robert Zink, Acting Chief of the Criminal  
23 Division's Fraud Section, William E. Johnston and Danny Nguyen, Trial Attorneys, Nicholas A.  
24 Trutanich, United States Attorney, and Richard Anthony Lopez, Assistant United States Attorney,

1 counsel for the United States, and defendants Junzo SUZUKI, and Paul SUZUKI, by and through  
2 their undersigned counsel, respectfully move for the entry of a Protective Order governing  
3 discovery in this matter in accord with the following Stipulation.

4 **STIPULATION**

5       Whereas, the parties recognize that various federal and state laws and regulations extend  
6 protections and limitations regarding the use, disclosure or publication of information associated  
7 with the privacy and identity of an individual, including, but not limited to, social security number,  
8 date of birth, address, telephone number, driver's license number, financial information, banking  
9 information, and tax information, which is hereinafter collectively referred to as "Protected  
10 Personal Information" ("PPI").

11       Whereas, the parties recognize that discovery in the above-captioned case is likely to be  
12 voluminous and may include documents and other evidence containing PPI of the defendants  
13 and/or third parties.

14       Whereas, the parties desire to provide for the timely and expeditious exchange of discovery  
15 while simultaneous guarding against the inappropriate use, disclosure, or publication of any PPI  
16 associated with any party or third party.

17       Whereas, in light of the above, the parties have conferred on this matter and have reached  
18 agreement on the exchange and handling of PPI.

19       **IT IS HEREBY STIPULATED AND AGREED** by and between the undersigned parties,  
20 as follows:

- 21       1.     Documents containing PPI will be referred to as "Protected Documents."
- 22       2.     The government may produce Protected Documents to the defendant in discovery  
23 without redacting PPI.
- 24

1           3.     Access to Protected Documents produced by the government will be restricted to  
2 the defendants, attorneys for the defendants, and any agents, contractors, or employees acting on  
3 behalf of the defendants and/or their attorneys in connection with the above-captioned matter  
4 (hereinafter referred to collectively as “Authorized Person(s)”).

5           4.     Attorneys for the defendants will ensure that all Authorized Persons receive a copy  
6 of this Stipulation and are familiar with its terms and conditions.

7           5.     Unless otherwise Ordered by the Court, an Authorized Person shall not:

- 8               a.    grant or permit access to Protected Documents by any non-Authorized Person.
- 9               b.    allow or permit any non-Authorized Person to read, review, or reproduce any  
10                  Protected Document.
- 11              c.    distribute any Protected Document, by any means, to any non-Authorized  
12                  Person.
- 13              d.    use or disclose Protected Documents, and any PPI contained therein, for any  
14                  purpose other than in connection with the defense of the above-captioned  
15                  matter.
- 16              e.    use or disclose a Protected Document in connection with any pleadings or  
17                  proceedings in the above-captioned matter without first redacting any PPI,  
18                  unless the PPI is directly relevant to the matter at issue.
- 19              f.    use or disclose PPI in connection with any pleadings or proceedings in the  
20                  above-captioned matter, unless the PPI is directly relevant to the matter at issue.

21           6.     Upon conclusion of the above-captioned matter, each defendant’s attorney shall  
22 return any and all copies of Protected Documents to the attorneys for the United States, or provide  
23 them with written certification that the Protected Documents have been destroyed.

7. Nothing in the agreement shall be deemed an admission of the evidentiary admissibility or inadmissibility of any Protected Document in any subsequent proceeding.

WHEREFORE, the undersigned respectfully request that the Court accept and enter this Stipulation as the Protective Order governing discovery in this case.

Respectfully submitted,

ROBERT ZINK  
Acting Chief, Fraud Section, Criminal Division  
United States Department of Justice

/s/ William Johnston  
 WILLIAM JOHNSTON  
 DANNY NGUYEN  
 Trial Attorneys  
 Criminal Division, Fraud Section

5/17/19  
Date

NICHOLAS TRUTANICH  
United States Attorney  
District of Nevada

/s/ Richard Anthony Lopez  
 \_\_\_\_\_  
 RICHARD ANTHONY LOPEZ  
 Assistant United States Attorney  
 District of Nevada

5/17/19  
Date

/s/ Richard Wright  
RICHARD A. WRIGHT  
 Counsel for Defendants  
 JUNZO SUZUKI and  
 PAUL SUZUKI

5/17/19  
Date

IT IS SO ORDERED.

NANCY J. KOPPE  
UNITED STATES MAGISTRATE JUDGE

DATED: May 20, 2019